

TERMS AND CONDITIONS

1. Governing Provisions. These Terms and Conditions of Sale (the "Agreement") constitute an offer by InPro Corporation ("IPC") to provide the products described herein to the Buyer, subject to the terms and conditions set forth below. IPC agrees to provide the products to Buyer only on the terms of this Agreement. No additional or different terms will be binding on IPC unless consented to in writing by an authorized agent of IPC. Buyer shall be deemed to have accepted this Agreement on the earliest to occur of the following: (a) IPC's receipt of Buyer's order if IPC has previously supplied Buyer with a copy of the terms and conditions set forth in this Agreement; (b) Buyer's payment of any amounts due under this Agreement; (c) Buyer's or its representative's or customer's receipt of the products; (d) Buyer's execution and delivery of these terms and conditions to IPC; or (e) any other event constituting acceptance under applicable law.

2. Purchase Orders and Payment. All orders totaling \$1,000 or more must be accompanied by a signed purchase order. A Confidential Customer Profile form must be submitted with initial orders from any new account. Buyer shall pay for the products by: (a) open account (subject to IPC's approval) (2% 10 days, net 30 days); (b) credit card (Master Card, Visa or American Express)(subject to IPC's approval); or (c) prepayment prior to shipment. IPC reserves the right to change payment terms in its sole discretion. Buyer agrees to reimburse IPC for all costs incurred by IPC in collecting any sums owed by Buyer to IPC, including without limitation interest and reasonable attorney's fees. IPC is strictly a material supplier. Retainage for construction projects will not be allowed. Buyer should submit Purchase Orders to IPC, not sub-contracts. All shipments done at Buyer's request, either verbal or in writing, will be due and payable regardless of contract amounts. **NOTWITHSTANDING BUYER'S SUBMISSION OF A PURCHASE ORDER, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL.**

3. Cancellation or Modification. Buyer may not cancel or modify any order containing custom made products (door frame guards, kickplates, rubrails, custom bent or cut items, products with inserts, custom colors, curtains, signs, etc.). In the event of a cancellation of an order for standard products, Buyer shall compensate IPC for all resulting costs and expenses up to receipt of Buyer's written cancellation notice. For an order modification, there shall be an equitable adjustment in price and lead time.

4. Returns. Standard products returned to IPC for refund shall be subject to a restocking charge. After 90 days no products will be accepted for return. For projects bid per plans and specifications, no returns will be allowed. All returns require IPC's prior authorization. Only sealed

packages of product, and in IPC's opinion, appropriate cartons for domestic shipping accompanied by a return authorization form may be returned. Refunds, in the amount of the net price paid, will be issued after IPC inspects the products and approves the return. All custom products and colors, and discontinued colors are non-returnable.

5. Prices. Written quotations are void unless accepted within 90 days from date of issue. IPC shall sell products to Buyer at prices set by IPC from time to time. IPC may at any time and in its sole discretion change the prices of products. All charges for freight, insurance, sales/use tax, and other like charges incident to the sale shall be paid by Buyer in addition to the price for the products.

6. Delivery. Shipping dates given by IPC are based on prompt receipt of all necessary information regarding the order. IPC shall use reasonable efforts to meet the scheduled dates, but does not guarantee to meet such dates. Buyer is responsible for signing registry or bill of lading for any damages or shortages at the time of delivery. Claims for shortages or other errors must be made in writing to IPC within ten days after receipt of shipment. IPC shall not be liable for any costs or losses resulting from delivery delays.

7. Security Interest. Buyer grants to IPC and IPC retains a security interest in all products sold to Buyer, as well as related documents, accounts receivable, returns or repossessions and proceeds.

8. Warranties and Remedy. IPC warrants to Buyer that all products manufactured by IPC will be free of manufacturing and materials defects. Failure to use recommended fasteners, adhesives or other installation methods consistent with IPC's installation instructions shall relieve IPC of any liability. Any product found by IPC to be defective will be replaced free of any charge if a claim is presented in writing to IPC within five years following the date of installation, but not more than five and one half years from the date of shipment. IPC will not be responsible for any installation costs involved in such replacement. Replacement will include shipment costs within the United States. **THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IPC'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPLACEMENT. IPC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Buyer must make claims for shortages or defects in the products within 10 days of the date of delivery of the products and within ten days after Buyer discovers or with reasonable diligence should have discovered such shortage or defect. Any installation costs or liquidated dam-

ages due to shortages, defective product or receipt of incorrect products with respect to which Buyer has not inspected the products pursuant to this section will not be paid or credited by IPC. **IPC'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO IPC FOR THE DEFECTIVE PRODUCTS. IPC SHALL NOT BE LIABLE FOR ANY OTHER OBLIGATIONS OR DAMAGES WITH RESPECT TO THE PRODUCTS OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE.** On materials furnished by IPC, but manufactured by others, the written warranty of the manufacturer, if any, will be assigned to Buyer if assignment is reasonably practicable. However, IPC does not adopt or represent that the manufacturer will comply with any of the terms of such warranty.

9. Assignment. Buyer shall not assign its rights and obligations under this Agreement to any third party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of IPC and Buyer and their respective successors and assigns.

10. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Any and all disputes, demands, claims or controversies hereto arising out of or relating to this Agreement or the breach thereof, may be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The place of arbitration shall be at InPro's option.

11. Miscellaneous. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision. **ANY NEGOTIATIONS OR UNDERSTANDINGS BETWEEN IPC AND BUYER WHICH ARE NOT CONTAINED IN THIS AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNLESS MUTUALLY AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.**